



LOS ANGELES COUNTY
COMMISSION ON HIV HEALTH SERVICES

3530 Wilshire Boulevard, Suite 1140 • Los Angeles, CA 90010 • TEL (213) 738-2816 • FAX (213) 637-4748

February 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO AMEND TWO COMMISSION ON HIV
HEALTH SERVICES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Executive Officer, or her designee, to sign amendment #2 to the Commission on HIV Health Services agreement for parliamentary services with James H. Stewart (County contract #H-207979) extending the term of the agreement effective March 1, 2005 through February 28, 2007 for a total maximum County obligation of \$30,000.
2. Approve and instruct the Executive Officer, or her designee, to sign amendment #2 to the Commission on HIV Health Services agreement for needs assessment, data and planning services with Partnership for Community Health (PCH) (County contract #H-207915) to raise the total maximum County obligation in the second program year of the current term through February 28, 2005 by \$45,000 for a new maximum County obligation of \$210,000, and to extend the term effective March 1, 2005 through February 28, 2007 for a total maximum County obligation of \$140,000.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of these recommended actions will authorize the Executive Officer, or her designee, to sign amendments extending the terms of the agreements. This will allow the Commission on HIV Health Services parliamentary to continue assisting in the effort to provide efficient and open public Commission meetings, proper rules and conduct training for Commissioners, effective Commission operational policies and procedures, and to help members of the public and consumers understand and gain access to Commission operations.

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The amendment with PCH will enable the firm to continue providing expert needs assessment, data collection and data analysis services to the Commission as it meets federally legislated mandates and executes necessary planning, prioritization and allocation-setting responsibilities. Amending the PCH agreement in the current term by raising the total maximum obligation allows the consultant to finish work in the second year that was not completed in the first year of the agreement due to delays in the Commission transition and staffing.

FISCAL IMPACT/FINANCING:

The terms of the two amended agreements, effective upon date of Board approval, will be extended through February 28, 2007, carrying an additional total County maximum obligation of \$170,000. The agreement with James H. Stewart will carry a County maximum obligation of \$15,000 in each of the two program years. The agreement with PCH will carry a County maximum obligation of \$70,000 in each of the two program years. Support for the services is completely offset by federal Ryan White CARE Act Title I funds annually allocated for planning council support.

Raising the total County maximum obligation for PCH by \$45,000 for the second program year of the Agreement represents a shift of costs unspent in the first program year of the current term, and accompanying tasks and responsibilities, to the second program year of the current term. Support for the additional incurred costs in the second program year will be offset by unspent funds from the Year 14 CARE Act Title I planning council support and/or service allocations.

Agreement financing is included in the annual Commission on HIV Health Services operational budget, encompassed in the annual Title I planning council support allocation. Funding for the amendments is included in the FY 2004-05 Commission Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 19, 2002, the Board of Supervisors approved an agreement with James H. Stewart through June 30, 2003 to provide parliamentary and training services to the Commission on HIV Health Services. On June 17, 2003, the Board of Supervisors approved an amendment extending the term to February 29, 2004, with an automatic renewal to February 28, 2005.

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The recommended amendment extends the term of the agreement to February 28, 2006, with an automatic renewal to February 28, 2007, for continued services, for a total County maximum obligation of \$30,000 (\$15,000 for each of two, full program years).

On November 19, 2002, the Board of Supervisors approved an agreement with PCH through June 30, 2003 to provide needs assessment and comprehensive care planning services to the Commission on HIV Health Services. On June 17, 2003, the Board of Supervisors approved an amendment extending the term to February 29, 2004, with an automatic renewal to February 28, 2005, for comprehensive care planning, needs assessment, priority- and allocation-setting, and data collection/analysis work.

The recommended amendment extends the term of the agreement to February 28, 2006, with an automatic renewal to February 28, 2007, for reduced needs assessment, comprehensive care planning, and data collection/analysis work, for a total County maximum obligation of \$140,000 (\$70,000 for each of two, full program years). With the implementation of a separate Commission staffing pattern, Commission staff will be absorbing a majority of Commission planning, needs assessment and program coordination responsibilities, while securing only external consultant services for tasks (such as data collection/analysis) outside the realm of staff expertise.

PCH was contracted to develop a needs assessment instrument, written and oral needs assessment reports, and second generation needs assessments for the Commission's Year 15 priority- and allocation-setting (P-and-A) process for a total County maximum obligation of \$95,000 in the first program year of the current agreement (July 2003 – February 2004). The anticipated consultant service needs were estimated based on the expectation of an operational Commission with its own staff in place during that program year. The Year 15 P-and-A process was postponed until later in 2004 due to delays in the Commission staffing and separation. As a result, the consultant was not able to perform the assigned duties in the assigned program year of the current Agreement, and did not spend approximately \$45,000 of the original maximum obligation from the first program year of the agreement.

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The responsibilities, however, were performed for the Year 15 P-and-A to Commission satisfaction by PCH during the second program year of the current Agreement, displacing those same duties for the Year 16 P-and-A process. Thus, in order to complete those duties for the Year 16 P-and-A process, as originally assigned in the Agreement, PCH must be able to access the funds originally assigned, but unspent, in the first program year. In order to do so, it is recommended that the Board raise the maximum obligation for the second program year of the current agreement by \$45,000 in unspent funds from Year 1 of the agreement. Funds for those additional second year costs will be accessed through either unspent Ryan White CARE Act Title I planning council support or services allocations, and therefore **will not incur an additional financial burden on the County**. Funding for the amendments is included in the FY 2004-05 Commission budget and will be requested in future fiscal years.

Both P-and-A (Years 15 and 16) processes are federally mandated planning council responsibilities, and core to the purpose of the Commission on HIV Health Services. With Board approval, PCH will be able to complete and deliver the required needs assessment and second generation needs assessment reports to the Commission by the conclusion of the current agreement in February 2005.

County Counsel has reviewed the amendments as to form.

CONTRACTING PROCESS:

The Commission contacted and requested bids from all four of the accredited Parliamentarians in Los Angeles County in August 2001. All four responded, and after an open, public review process, James H. Stewart was selected as the Commission's Parliamentarian on August 21, 2001.

The Commission released two original Requests for Proposals (RFPs) for comprehensive care planning, and needs assessment, services on February 11, 2002. Two firms submitted bids by the March 8, 2002 deadline in response to each of the RFPs, and after an open, public review process, PCH was awarded the project in each category. The Commission consolidated the two projects into one contract which was subsequently awarded to PCH.

The Honorable Board of Supervisors
February 1, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these amendments to the Commission on HIV Health Services consultant support agreements will continue to strengthen Commission work and operations, especially as the Commission continues transitioning to an independent status from its once DHS-supported role. Improved Commission operations will result in better planning and evaluation of services for people in Los Angeles County with HIV/AIDS, more responsive to the needs of consumers, special populations and the community and County in general.

Respectfully submitted,

Craig A. Vincent-Jones, Executive Director
Commission on HIV Health Services

CAVJ:vyb

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. H-207979

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMMISSION ON HIV HEALTH SERVICES
CONSULTANT (PARLIAMENTARIAN) SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

JAMES H. STEWART(hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY
SYNDROME (AIDS) CONSULTANT SERVICES AGREEMENT", dated November
19, 2002, and further identified as Agreement No. H-207979, and
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend
and amend Agreement to provide changes set forth herein; and

WHEREAS, funds received under the CARE Act will be utilized
to supplement, not supplant, State, federal, or local funds made
available in the year for which funding is awarded to provide
HIV-related services to individuals with HIV disease.

WHEREAS, as a recipient of CARE Act funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of CARE.

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on March 1, 2005.
2. The following wording shall be removed from the title of the Agreement: "Office of AIDS Programs and Policy."
3. The first twelve paragraphs of the Agreement, all beginning with "WHEREAS," on pages 1 through 3, shall be deleted in their entirety and replaced as follows:

"WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, County has established the Commission on HIV Health Services (hereafter "Commission") to serve as the county's HIV planning council and to advise the Board of Supervisors and the Department of Health Services (hereafter "DHS") on HIV-related matters; and

WHEREAS, the Board of Supervisors Executive Office provides administrative support to the Commission on HIV Health Services, and the term "Executive Officer" as used herein refers to the

County's director of the Executive Office and/or his/her authorized designee; and

WHEREAS, County is authorized by Government Code section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety and law enforcement, which have not been preempted by State law, and

WHEREAS, County has been awarded grant funds from the Health Resources and Services Administration pursuant to Titles I and II of the Ryan White CARE Act (hereafter "CARE Act"); and

WHEREAS, the CARE Act mandates, in part, that the County establish and maintain a Planning Council whose purpose, among other things, is to perform and conduct federally-required planning, policy and evaluation work; and to set priorities and the allocation of CARE Act funding within the County; and

WHEREAS, it is the intent of the parties hereto to enter into this Agreement to provide consulting services to support the Commission on HIV Health Services' mandated County and CARE Act planning council activities; and

WHEREAS, Contractor agrees to abide by the requirements of the CARE Act and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities and personnel necessary to provide the services contemplated under this Agreement; and

WHEREAS, County is authorized by Government Code section 26227 and otherwise to contract for services hereunder."

4. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on June 1, 2002, and continue in full force and effect through February 28, 2006. Said Agreement shall thereafter be automatically renewed for one (1) twelve (12) month period, effective March 1, 2006 through February 28, 2007, subject to the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate February 28, 2006. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice thereof to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

5. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, C and D attached hereto and incorporated herein by reference."

6. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"A. During the period June 1, 2002 through June 30, 2003, the maximum obligation of County for all services provided hereunder shall not exceed Ten Thousand Dollars (\$10,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2003 through February 29, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Ten Thousand Dollars (\$10,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period March 1, 2004 through February 28, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Fifteen Thousand Dollars (\$15,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference."

D. During the period March 1, 2005 through February 28, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Fifteen Thousand Dollars (\$15,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference."

E. During the period March 1, 2006 through February 28, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Fifteen Thousand Dollars (\$15,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference."

7. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder on a fee-for-service basis as set forth in Schedules 1, 2, 3, 4 and 5.

8. Paragraph 7, GENERAL INSURANCE REQUIREMENTS, subparagraph A, shall be amended to read as follows:

"A. Evidence of Insurance: Certificates(s) or other evidence of coverage satisfactory to County shall

be delivered to County's Commission on HIV Health Services, 3530 Wilshire Boulevard, Suite 1140, Los Angeles, CA 90010, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidence on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its official, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment

of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California."

9. Paragraph 10, CONFLICT OF TERMS, shall be amended to read as follows:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedules(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, C and D

Schedules 1, 2, 3, 4 and 5

Exhibit B"

10. Paragraph 13, NOTICES, shall be amended as follows:

"13. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Executive Officer shall have the

authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

To County: 1. Executive Office
 383 Hall of Administration
 500 West Temple Street
 Los Angeles, CA 90012

Attention: Executive Officer

 2. Commission on HIV Health Services
 3530 Wilshire Boulevard, Suite 1140
 Los Angeles, CA 90010

Attention: Executive Director"

11. Paragraph 14, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION, shall be amended to read as follows:

"14. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

 A. If sufficient monies are available from Federal, State, or County funding sources, and upon Executive Officer's or her authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Executive Officer's authorized designee shall be the Executive Director, Commission on HIV Health Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum

obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Executive Officer to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Executive Officer may approve such funding changes. Executive Officer shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Executive Officer, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or

times during each County fiscal year as determined by the Executive Officer. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Executive Officer with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Executive Officer or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Executive Officer may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Executive Officer shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an

amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis."

12. Paragraph 15, PAYMENT-FEE-FOR-SERVICE, subparagraphs A and G shall be amended to read as follows:

"15. PAYMENT FEE-FOR-SERVICE REIMBURSEMENT: County shall compensate Contractor for performing services hereunder on a fee-for-service basis in the following manner:

A. Monthly Billing: Contractor shall bill County monthly in arrears. Billings shall include a financial invoice and all required programmatic reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to

be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) set out in the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Executive Officer, or her authorized designee, to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment. For the purposes of this provision, Director's authorized designee shall be

the Executive Director, Commission on HIV Health Services.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) attached hereto, all requests for reimbursement must be supported by actual costs.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for the actual costs.

G. Travel shall be budgeted and expensed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to the Executive Officer, or her authorized designee, and shall include the travel dates, locations, purpose, agenda, participants, and costs.

13. The following terms shall be removed from the title of the ADDITIONAL PROVISIONS section: "Department of Health Services" and "Public Health Programs".

14. Paragraph 1, ADMINISTRATION, in ADDITIONAL PROVISIONS, shall be amended to read as follows:

"1. ADMINISTRATION: County's Executive Officer or his/her authorized designee(s) (hereafter collectively "Executive Officer") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to the Executive Officer the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time."

15. Throughout the ADDITIONAL PROVISIONS, the term "Director" shall be replaced by the term "Executive Officer".

16. Exhibit D, SCOPE OF WORK FOR HIV/AIDS CONSULTANT (PARLIAMENTARIAN) SERVICES, is attached to this Amendment and is incorporated herein by reference.

17. Schedules 4 and 5, BUDGETS FOR HIV/AIDS CONSULTANT (PARLIAMENTARIAN) SERVICES, are attached to this Amendment and are incorporated herein by reference.

Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Executive Officer, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By
Violet Varona-Lukens
Executive Officer

JAMES H. STEWART
Contractor

By
Signature

Printed Name

Title
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS

APPROVED AS TO CONTRACT ADMINISTRATION:

By
Executive Director,
Commission on HIV Health Services

AMENDBOILR.WPD

EXHIBIT D

JAMES H. STEWART

SCOPE OF WORK
CONSULTANT (PARLIAMENTARIAN) SERVICES
March 1, 2005 - February 28, 2007

1. BACKGROUND: Since 1990, the County has received funding annually for the provision of HIV/AIDS related services pursuant to the federal CARE Act. The CARE Act requires the County to form a planning council, whose primary function is to direct the development, management, utilization, allocation and evaluation of HIV health services in the County.

The Commission on HIV Health Services (Commission) functions, in large part, as the County's CARE Act planning council, assuming responsibility for conducting needs assessments, setting funding priorities and allocations, and conducting a comprehensive care planning process.

The Commission meets as a whole on a monthly basis and also holds special meetings throughout the year as it deems necessary. The Commission requires Contractor to provide parliamentary services to the Commission to assure that proper meeting procedure is instituted and followed.

2. SERVICES TO BE PROVIDED: In consideration for the

payments provided under this Agreement, Contractor shall provide the following services:

A. Parliamentary guidance and oversight of each of the Commission's monthly meetings as well as special meetings. County anticipates three (3) such special meetings each term;

B. Consultation with the Executive Director, Commission Co-Chairs and all Commission committee co-chairs as needed throughout the term of this Agreement;

C. Review of, and advice on, the Commission meeting agendas and committee agendas as well as similar meeting materials on an as-needed basis throughout the term of this Agreement. Contractor may seek the advice of County Counsel on any questions concerning meeting agendas prior to advising the Commission;

D. Addressing issues involving the Ralph M. Brown Act. Contractor may seek the advice of County Counsel on any issues concerning the Brown Act prior to advising the Commission;

E. Advise the Commission on issues related to Robert's Rules of Order; and

F. Provide advice to the Co-Chairs and the planning body on parliamentary issues which may arise at Commission meetings.

SCHEDULE 4

JAMES H. STEWART

PARLIAMENTARIAN CONSULTANT SERVICES AGREEMENT

Budget Period
March 1, 2005
through
February 28, 2006

FEES:

Hourly Rate \$75.00

MAXIMUM OBLIGATION FOR ALL SERVICES: \$15,000.00

SCHEDULE 5

JAMES H. STEWART

PARLIAMENTARIAN CONSULTANT SERVICES AGREEMENT

Budget Period
March 1, 2006
through
February 28, 2007

FEES:

Hourly Rate \$75.00

MAXIMUM OBLIGATION FOR ALL SERVICES: \$15,000.00

Contract No. H-207915

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
COMMISSION ON HIV HEALTH SERVICES
CONSULTANT SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PARTNERSHIP FOR COMMUNITY
HEALTH(hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY
SYNDROME (AIDS) CONSULTANT SERVICES AGREEMENT", dated November
19, 2002, and further identified as Agreement No. H-207915, and
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend
and amend Agreement to provide changes set forth herein; and

WHEREAS, funds received under the CARE Act will be utilized
to supplement, not supplant, State, federal, or local funds made
available in the year for which funding is awarded to provide
HIV-related services to individuals with HIV disease.

WHEREAS, as a recipient of CARE Act funds, Contractor will
participate in the Los Angeles County Eligible Metropolitan Area
(EMA) HIV continuum of CARE.

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on February 1, 2005.
2. The following wording shall be removed from the title of the Agreement: "Office of AIDS Programs and Policy."
3. The first twelve paragraphs of the Agreement, all beginning with "WHEREAS," on pages 1 through 3, shall be deleted in their entirety and replaced as follows:

"WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, County has established the Commission on HIV Health Services (hereafter "Commission") to serve as the county's HIV planning council and to advise the Board of Supervisors and the Department of Health Services (hereafter "DHS") on HIV-related matters; and

WHEREAS, the Board of Supervisors Executive Office provides administrative support to the Commission on HIV Health Services, and the term "Executive Officer" as used herein refers to the County's director of the Executive Office and/or his/her authorized designee; and

WHEREAS, County is authorized by Government Code section 53703 to do all acts necessary to participate in any federal

program whereby federal funds are granted to County for purposes of health, education, welfare, public safety and law enforcement, which have not been preempted by State law, and

WHEREAS, County has been awarded grant funds from the Health Resources and Services Administration pursuant to Titles I and II of the Ryan White CARE Act (hereafter "CARE Act"); and

WHEREAS, the CARE Act mandates, in part, that the County establish and maintain a Planning Council whose purpose, among other things, is to perform and conduct federally-required planning, policy and evaluation work; and to set priorities and the allocation of CARE Act funding within the County; and

WHEREAS, it is the intent of the parties hereto to enter into this Agreement to provide consulting services to support the Commission on HIV Health Services' mandated County and CARE Act planning council activities; and

WHEREAS, Contractor agrees to abide by the requirements of the CARE Act and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities and personnel necessary to provide the services contemplated under this Agreement; and

WHEREAS, County is authorized by Government Code section 26227 and otherwise to contract for services hereunder."

4. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on June 1, 2002, and continue in full force and effect through February 28, 2006. Said Agreement shall thereafter be automatically renewed for one (1) twelve (12) month period, effective March 1, 2006 through February 28, 2007, subject to the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate February 28, 2006. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice thereof to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

5. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, C and D attached hereto and incorporated herein by reference."

6. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"A. During the period June 1, 2002 through June 30, 2003, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Thousand Dollars (\$120,000). Such

maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2003 through February 29, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Ninety-Five Thousand Dollars (\$95,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period March 1, 2004 through February 28, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ten Thousand Dollars (\$210,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference."

D. During the period March 1, 2005 through February 28, 2006, the maximum obligation of County for all services provided hereunder shall not exceed Seventy Thousand Dollars (\$70,000). Such maximum obligation is comprised entirely of CARE Act Title I

funds. This sum represents the total maximum obligation of County as shown in Schedule 4, attached hereto and incorporated herein by reference."

E. During the period March 1, 2006 through February 28, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Seventy Thousand Dollars (\$70,000). Such maximum obligation is comprised entirely of CARE Act Title I funds. This sum represents the total maximum obligation of County as shown in Schedule 5, attached hereto and incorporated herein by reference."

7. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder on a fee-for-service basis as set forth in Schedules 1, 2, 3, 4 and 5.

8. Paragraph 7, GENERAL INSURANCE REQUIREMENTS, subparagraph A, shall be amended to read as follows:

"A. Evidence of Insurance: Certificates(s) or other evidence of coverage satisfactory to County shall be delivered to County's Commission on HIV Health Services, 3530 Wilshire Boulevard, Suite 1140, Los Angeles, CA 90010, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidence on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its official, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond

shall be executed by a corporate surety licensed
to transact business in the State of California."

9. Paragraph 10, CONFLICT OF TERMS, shall be amended to read as follows:

"10. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedules(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, C and D

Schedules 1, 2, 3, 4 and 5

Exhibit B"

10. Paragraph 13, NOTICES, shall be amended as follows:

"13. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Executive Officer shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

To County: 1. Executive Office
383 Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Executive Officer

2. Commission on HIV Health Services
3530 Wilshire Boulevard, Suite 1140
Los Angeles, CA 90010

Attention: Executive Director"

11. Paragraph 14, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION, shall be added to Agreement as follows:

"14. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Executive Officer's or her authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Executive Officer's authorized designee shall be the Executive Director, Commission on HIV Health Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Executive Officer to Contractor. If such

increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Executive Officer may approve such funding changes. Executive Officer shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Executive Officer, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by the Executive Officer. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Executive Officer with a current update of all

of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Executive Officer or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Executive Officer may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Executive Officer shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be

reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis."

12. Paragraph 15, PAYMENT-FEE-FOR-SERVICE, subparagraphs A and G shall be amended to read as follows:

"15. PAYMENT FEE-FOR-SERVICE REIMBURSEMENT: County shall compensate Contractor for performing services hereunder on a fee-for-service basis in the following manner:

A. Monthly Billing: Contractor shall bill County monthly in arrears. Billings shall include a financial invoice and all required programmatic reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a

complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) set out in the schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Executive Officer, or her authorized designee, to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment. For the purposes of this provision, Director's authorized designee shall be the Executive Director, Commission on HIV Health Services.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) attached hereto, all

requests for reimbursement must be supported by actual costs.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for the actual costs.

G. Travel shall be budgeted and expensed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to the Executive Officer, or her authorized designee, and shall include the travel dates, locations, purpose, agenda, participants, and costs.

13. The following terms shall be removed from the title of the ADDITIONAL PROVISIONS section: "Department of Health Services" and "Public Health Programs".

14. Paragraph 1, ADMINISTRATION, in ADDITIONAL PROVISIONS, shall be amended to read as follows:

"1. ADMINISTRATION: County's Executive Officer or his/her authorized designee(s) (hereafter collectively "Executive Officer") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to the Executive Officer the right to review and

monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time."

15. Throughout the ADDITIONAL PROVISIONS, the term "Director" shall be replaced by the term "Executive Officer".

16. Exhibit D, SCOPE OF WORK FOR HIV/AIDS CONSULTANT SERVICES, is attached to this Amendment and incorporated is herein by reference.

17. Schedule 3 attached hereto and incorporated herein by reference shall replace Schedule 2 for the period March 1, 2004 through February 29, 2005. Further, whenever the term "Schedule 2" is referenced in the Agreement, it shall be replaced by the term "Schedule 3".

18. Schedules 4 and 5, BUDGETS FOR HIV/AIDS CONSULTANT SERVICES, are attached to this Amendment and are incorporated herein by reference.

Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Executive Officer, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By
Violet Varona-Lukens
Executive Officer

PARTNERSHIP FOR COMMUNITY HEALTH
Contractor

By
Signature

Printed Name

Title
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS

APPROVED AS TO CONTRACT ADMINISTRATION:

By
Executive Director,
Commission on HIV Health Services

AMENDBOILR.WPD

**EXHIBIT D
PARTNERSHIP FOR COMMUNITY HEALTH INC.**

**SCOPE OF WORK
NEEDS ASSESSMENT SUPPORT AND CARE PLANNING
March 1, 2005 - February 28, 2007**

1. BACKGROUND: Since 1990, the County has received funding annually for the provision of HIV/AIDS related services pursuant to the federal CARE Act. The CARE Act requires the County to form a planning council, whose primary function is to direct the development, management, utilization, allocation and evaluation of HIV health services in the County.

The Commission on HIV Health Services (hereafter "the Commission") functions, in large part, as the County's CARE Act planning council, assuming responsibility for conducting needs assessments, setting funding priorities and allocations, and conducting a comprehensive care planning process.

These needs assessment, priority and allocation setting and comprehensive care planning processes are inter-related. The results of the annual needs assessment process provide the necessary data for the Commission's annual priority- and allocation-setting process. It also lays the foundation for the comprehensive care planning process. In turn, the comprehensive

care planning process feeds into the following year's needs assessment and priority- and allocation-setting processes.

No later than October, the County must submit its application for Fiscal Year CARE Act funding to the federal government. That application must contain or refer to a fully developed Comprehensive Care Plan (hereafter "CCP"). To prepare the application, County requires Contractor's consultation services to prepare the CCP and to support the Commission's efforts to prepare a service needs assessment.

2. SERVICES TO BE PROVIDED: In consideration for the payments provided under this Agreement, Contractor shall provide the following services and deliverables:

A. Needs Assessment Support: To enable the Commission to undertake and complete its needs assessment, Contractor shall do the following:

i. Data Collection, Gathering and Design: Contractor shall undertake provider surveys, conduct resource inventories, conduct random on-site client sampling, and conduct key informant and focus group interviews.

ii. Data Interpretation and Analysis: Contractor shall interpret and analyze data that the Commission already has collected or that is otherwise available or that will be available by the services commence hereunder. Contractor shall also assess and review

additional data sets to be provided by the County and other sources during the term of this Agreement.

iii. Needs Assessment Reporting: Contractor shall provide preliminary and final, written and oral reports. The reports will include discussions of Contractor's priority- and allocation-setting recommendations, detailed analyses of data that led to those recommendations, detailed summaries of findings and detailed justifications for its conclusions. In addition, the report shall include recommendations for further data collection and needs assessment activities in subsequent years.

B. Comprehensive Care Plan: Contractor shall provide a final Comprehensive Care Plan comprising the following components:

i. an established theoretical framework on which the CCP is based;

ii. a detailed status report of the HIV/AIDS epidemic in Los Angeles County and the on-going provision of HIV/AIDS care and prevention services;

iii. an outline of the planning work that has already been done and suggestions for future work intended to inform the implementation of care plan goals and objectives;

iv. gaps analyses and recommendations for follow-up gaps analysis work, including recommendations for

how much information is needed and time and cost constraint implications;

v. service utilization data, population profile(s), and service mix analyses outlining special needs and other communities, cross-indexing their use of services, including frequency, type, and demographics with current and anticipated trends;

vi. an implementation plan comprising: specific, quantifiable goals and objectives; steps, tasks and challenges in meeting them; and measures and benchmarks by which to assess progress towards meeting the goals;

vii. recommendations about which other existing data sets, both HIV-specific and non-HIV-specific data, should be used and which should specifically integrate HIV data into their collection and surveillance activities, with suggestions of how to approach that work;

viii. recommendations for future priority setting, allocation setting and comprehensive care planning processes; and,

ix. needs assessments analyses as described above.

3. PROCESS FOR ACCEPTANCE OF DELIVERABLES: Contractor shall provide its Final Needs Assessment Support Report and CCP to the County. Within thirty (30) calendar days of the receipt of both reports, the Director shall approve or reject one or both

reports. If a report is rejected, it shall be returned to Contractor with a written statement of deficiencies. Contractor shall, at no additional cost to County, revise the report to address the deficiencies. This approval process shall be repeated until the Director deems, in his sole discretion, to approve the report.

SCHEDULE 3
PARTNERSHIP FOR COMMUNITY HEALTH
CONSULTANT SERVICES AGREEMENT

Budget Period
March 1, 2004
through
February 28, 2005

DELIVERABLES

Final written and oral Needs Assessment Report (Yr 15)	9/30/04	20,000*
Second Generation Needs Assessments (Yr 15)	9/30/04	25,000*
Written & Oral Priority/Allocation-Setting Report	3/31/04	15,000*
Unmet Need Formula	6/30/04	20,000*
Comprehensive Care Plan revisions	6/30/04	15,000*
Care Services Health Survey	12/31/04	50,000*
Final written and oral Needs Assessment Report (Yr 16)	2/28/05	20,000*
Second Generation Needs Assessments (Yr 16)	2/28/05	45,000*

MAXIMUM OBLIGATION	\$210,000
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* Fees for Reports/Instruments to be paid by County to Contractor upon Executive Officer's, or her authorized designee's, final acceptance of the Reports/Instruments pursuant to the terms and conditions set forth in this Agreement.

SCHEDULE 4
PARTNERSHIP FOR COMMUNITY HEALTH
CONSULTANT SERVICES AGREEMENT

Budget Period
March 1, 2005
through
February 28, 2006

DELIVERABLES

Needs Assessment Report(s)	2/28/06	35,000*
Comprehensive Care Plan revisions	2/28/06	35,000*

MAXIMUM OBLIGATION		\$70,000
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* Fees for Reports/Instruments to be paid by County to Contractor upon Executive Officer's, or her authorized designee's, final acceptance of the Reports/Instruments pursuant to the terms and conditions set forth in this Agreement.

SCHEDULE 5
PARTNERSHIP FOR COMMUNITY HEALTH
CONSULTANT SERVICES AGREEMENT

Budget Period
March 1, 2006
through
February 28, 2007

DELIVERABLES

Needs Assessment Report(s)	2/28/07	35,000*
Comprehensive Care Plan revisions	2/28/07	35,000*

MAXIMUM OBLIGATION		\$70,000
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* Fees for Reports/Instruments to be paid by County to Contractor upon Executive Officer's, or her authorized designee's, final acceptance of the Reports/Instruments pursuant to the terms and conditions set forth in this Agreement.